

US DOT
Bonding Assistance Program
Application and Information

U.S. Department of Transportation
Office of the Secretary of Transportation
Office of Small and Disadvantaged Business Utilization

POLICY STATEMENT

I. INTRODUCTION

- A. The Department of Transportation (DOT) Bonding Assistance Program (STLP) is a national program designed to enhance and further the opportunity of Disadvantaged Business Enterprises (DBEs) to obtain bid, performance and payment bonds for transportation-related contracts emanating from the DOT, its grantees, recipients, their contractors and subcontractors.
- B. The program is administered through the DOT's Office of Small and Disadvantaged Business Utilization, and participating sureties. DOT is authorized under subchapter II of the Department of Transportation Act. 49 U.S.C. 332. Public Law 97-449.

II. ELIGIBILITY

- A. The recipient of a bond must be a certified disadvantaged business enterprise (DBE), minority-owned business enterprise (MBE), or women-owned business enterprise (WBE). These certifications must be performed under DOT guidelines, 49 CFR Part 23. For purposes of this document, DBE will be used to describe all businesses certified under the DOT regulation.
- B. Certification of firms is prepared by individual recipients, grantees of funding by the DOT or by the U.S. Small Business Administration. All firms certified by the U.S. Small Business Administration as 8(a) firms (defined by Section 8(a) of the U.S. Small Business Act) are automatically eligible to participate in the Bonding program.
- C. The bonds are issued in support of transportation-related contracts. The term "transportation-related" means a contract for the maintenance, rehabilitation, restructuring, improvement, or revitalization of any of the Nation's modes of transportation with any public or commercial provider of transportation or any Federal, state or local transportation agency. In addition, such a contract may be with any other Federal agency; provided that, and within the discretion of the Director of DOT's Office of Small and Disadvantaged Business Utilization (OSDBU), each contract will assist a DBE in competing for contracts with either a public or commercial Provider of transportation or any Federal, state or local transportation agency. This provision is applicable to any prime contractor or subcontractor, at any tier, of such a transportation provider or agency.

III. FEE AND RATE STRUCTURE

- A. All bonds issued through the DOT Bonding Assistance Program shall not exceed a standard fee of two and one half (2 1/2) percent. All fees shall be paid directly to the surety by the DBE.

IV. BOND TERM

- A. The term of the bonds shall be for the period of the project or until final payment is made to the contractor.
- B. The DOT Bonding Assistance Program provides an 80% guarantee on bonds issued on transportation-related contracts against losses.

V. BOND APPROVAL

- A. Decisions for issuance of all bonds are the responsibility of the surety.

VI. INDEMNITY

- A. All applicants will sign all indemnity agreements making owners and the company ultimately liable for losses on bonds written under the program.

VII. TECHNICAL ASSISTANCE

- A. In the event that technical assistance is required, the DBE may request assistance from agencies such as the Minority Business Development Centers (MBDCs), Small Business Development Centers and State Supportive Services Contractors. Also, applicants may receive assistance from private sources.

VIII. BOND READINESS

- A. Bond readiness may be performed by a surety for firms who are seeking transportation-related contracts or have identified contracts on which they can submit a bid.
- B. Bond readiness will consist of a complete package review and preliminary underwriting to consist of, but not limited to:
 - 1. Dun and Bradstreet Report
 - 2. Inquiries and checks with banks, suppliers
 - 3. Creditors, vendors, primes, subcontractors
 - 4. Capability, capital, character
- C. The surety may maintain bond packages with the current financial data for a period of 90 days; at which time, the DBE will be requested to update any part or overall bond package.
- D. NOTE: Bond readiness will be performed by the surety for interested firms. However, this does not imply or commit the surety to a guarantee that the firm will receive or be issued a bond from a surety or MGA.

IX. GLOSSARY OF TERMS

- A. DBE - A Disadvantaged Business Enterprise.
- B. DOT - The United States Department of Transportation.
- C. Recipient - State and other agencies which receive Federal funding from DOT.
- D. MGA - Managing General Agent
- E. Surety - The financial institution giving the bond or guarantee.
- F. Surety Bond - A guarantee of the performance of a contract or other obligation.
- G. Obligee - The entity or individual to whom the bond is given and is commonly referred to as the owner.
- H. Principal - The person or entity on whose behalf the bond is given. It is this obligation or undertaking that is being guaranteed by the surety.
- I. Bid Bond - Provided as a basic instrument for pre-qualifications.
- J. Performance Bond - Ensures that the principal will build whatever it is that has been contracted to build in accordance with the contract plan and specifications.
- K. Payment Bond - Ensures that these people supplying labor and materials on a project will be paid subject to restrictions and limitations imposed by statute or contract.

X. DOT BONDING ASSISTANCE PROGRAM

A. INSTRUCTIONS

1. The following will outline the procedure that is required when attempting bond readiness or placing a bond for an applicant. All the required information and attached forms must be completed in order that we expedite your submission.

B. APPLICATION

1. All questions on the application must be completed and if the answers are unknown or not applicable, simply write N/A in the question blank.
2. Any substantiating or back-up material to help verify the information on the application should accompany this submission, such as: letters referring to borrowing capacity or a bank line of credit, letters from suppliers as well as recommendations on previous jobs, etc.

C. BUSINESS FINANCIAL STATEMENTS

1. It is necessary to furnish copies of financial statements for the past two years prepared by an independent accounting firm or CPA, which includes the accountant's cover letter, balance sheet, profit & loss statement and any accompanying notes. If the latest financial statement is more than 90 days old you must furnish us with an interim statement. In some cases additional information may be required due to the size of the bond requested. Financial statements should be prepared on an accrual basis opposed to a cash basis.

D. CONFIDENTIAL PERSONAL FINANCIAL STATEMENT

1. All principals and persons indemnifying on the bond must submit a signed statement. (Form will be provided by the surety.)

E. CERTIFICATION

1. The applicant must submit a current, valid certification from a recipient of U.S. DOT funds or the U.S. Small Business Administration that the applicant is a business enterprise, or is certified as an 8(a) firm.

F. STATEMENT OF PERSONAL HISTORY

1. This statement must be completed. Any suitable resume may be attached. (Forms enclosed for your convenience.)

G. BID BOND AND CONTRACT INFORMATION

1. If bid bond is needed please furnish the specifications with the application.
2. If a final contract bond is needed please furnish contract, specifications and award letter.

XI. CONTRACTOR'S COST SHEET

- A. The contractor must submit the cost breakdown indicating all subs and suppliers as well as any back-up material to the cost breakdown sheet.

US DOT BONDING ASSISTANCE PROGRAM APPLICATION

To Be Completed By Producing Agent Only

Producer:

Address:

Phone:

Broker's License:

I. GENERAL INFORMATION

NOTE: Copy of Contract, Specifications, Plans, Bond Form Required (in case Bid Bond, Advertisement and Instructions to Bidders), and Applicant's Financial Statement must accompany this Application and all questions must be fully answered.

Full name of applicant:

Age of firm:

(if corporation give exact Corporation name)

Business address:

If Applicant is a firm, name all partners of firm; if a Corporation name principal officers and directors:

Name

Address

Age

1.

2.

3.

4.

II. BOND INFORMATION

Kind and amount of bonds required:

☐ Bid/Proposal

\$

☐ Contract

\$

☐ Labor & Material

\$

If Bid or Proposal Bond:

Will Bond operate as a final Bond?

☐ Yes

☐ No

Bids for other contracts outstanding:

Date Bids to be opened:

Apr. amount of bid: \$

To whom is bond to be given? If a corporation give exact title:

Name: _____

Title: _____

Address: _____

III. CONTRACT INFORMATION

Contract Amount: \$ _____

Date Awarded: _____

(if contract price is per unit of measure, also provide probable total of contract): \$ _____

Nature of Contract: (Provide concise description of proposed work and locality) _____

☐ Architect or ☐ Engineer in charge:

Name: _____

Architect or Engineer's Estimate: \$ _____

Address: _____

Your Estimate: \$ _____

Other Bidders on above contract including highest and lowest:

<i>Name</i>	<i>Address</i>	<i>Bid</i>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more than five bids, tabulate on a separate sheet of paper and attach to completed application.

IV. TERMS OF CONTRACT

Commencement Date: _____

Completion Date: _____

Premium for advanced completion: _____

Penalty for non-completion on time: _____

Is there a strike clause in the contract?

☐ Yes

☐ No

Is there an arbitration provision?

☐ Yes

☐ No

Contract Payment Dates: _____

Amount of advance payment: \$ _____

% received from payments until completion: _____

Are payments to be made wholly in cash?

☐ Yes

☐ No

If No, describe what constitutes payment: _____

If payments are in stocks, bonds, warrants or other securities, describe what arrangements are made for disposal:

How long must work be kept in Repair after completion?

Is this Repair or Maintenance guarantee limited to defects in workmanship or materials? ☐ Yes ☐ No

If No, describe guarantee fully:

Will construction bond remain in force for the maintenance, repair guarantee period? ☐ Yes ☐ No

If No, will separate bond be required? ☐ Yes ☐ No

Amount of separate bond: \$

What portion of work is guaranteed after completion and value of same?

Percentage of payments retained until expiration of maintenance period: %

Approximate amount of this contract that will be sublet: \$

Principal sub-contractors:

<i>Amount</i>	<i>Character of Work</i>	<i>Name & Telephone</i>	<i>Address</i>	<i>Bonded</i>
1.				<input type="checkbox"/> Yes <input type="checkbox"/> No
2.				<input type="checkbox"/> Yes <input type="checkbox"/> No
3.				<input type="checkbox"/> Yes <input type="checkbox"/> No
4.				<input type="checkbox"/> Yes <input type="checkbox"/> No
5.				<input type="checkbox"/> Yes <input type="checkbox"/> No

Have you purchased or made binding contracts for the materials needed for this contract within your estimates?

☐ Yes ☐ No

How are deliveries assured to you?

Contract Work under way, or for which you are committed:

<i>Contract Price</i>	<i>Kind of Construction</i>	<i>Location of Work</i>	<i>Surety</i>	<i>Completed</i>	<i>Expected Completion</i>	<i>Name, Address & Phone of Engineer or Architect</i>
1.						
2.						
3.						
4.						
5.						

Have you applied to any other company for this bond? ☐ Yes ☐ No

If Yes, Name of Company and reason declined:

Names of surety companies with which you have previously dealt:

1.	3.
2.	4.

Do you carry fidelity Bonds on your employees who handle funds? ☐ Yes ☐ No

Amount and character of Insurance that will be carried on this contract:

<i>Type</i>	<i>Amount</i>	<i>Issuing Company</i>
Fire	\$ _____	_____
Compensation	\$ _____	_____
Employer's Liability	\$ _____	_____

Amount and character of Insurance continued:

<i>Type</i>	<i>Amount</i>	<i>Issuing Company</i>
Public Liability	\$ _____	_____
Contingent Liability	\$ _____	_____

V. EXPERIENCE

Years in business under present name: _____

Projects completed in your own name:

<i>Amount</i>	<i>Class of Work</i>	<i>Completed</i>	<i>Name, Address & Phone of Owner</i>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

Have you or any of your associates ever failed to complete any work awarded to you or to any organization with which you or they have been connected? ☐ Yes ☐ No If Yes, where and why:

Construction experience of principals:

<i>Name</i>	<i>Present Position</i>	<i>Yrs. Exp.</i>	<i>Magnitude & Type of Work</i>	<i>Capacity</i>
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____

VI. GENERAL

Is your present plant sufficient for this contract? ☐ Yes ☐ No Estimated cost to prepare plant for this contract: \$ _____

If a new plant will be purchased, describe cost and how plant will be financed:

Bank loan for this contract: (bank name)	Amount of loan:
Security for loan:	Repayment terms:

Have you assigned or will you assign, to other than your surety, your payments on this or any other contract or any party thereof? ☐ Yes ☐ No

Are you having any controversy with anyone over any contract or payment of labor or material bills on any contracts? ☐ Yes ☐ No

Are there any mechanics' liens filed on any of your work anywhere? ☐ Yes ☐ No

Are there any judgments, suits or claims pending against you? ☐ Yes ☐ No

Are you interested in more than one line of business? ☐ Yes ☐ No

If Yes, please explain:

VII. REFERENCES Provide only Engineers, Architects, or Owners for whom you have done work:

<i>Name</i>	<i>Address</i>	<i>Business Phone</i>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

The undersigned does or do hereby represent that the statements made herein as an inducement to the _____ its successor and assigns, (hereinafter called the Company) to execute or procure the bond or bonds herein applied for, are true, and should the company execute or procure said bond or bonds does or do hereby agree, for the undersigned, the heirs, personal representative and assigns of the undersigned, jointly and severally, as follows: FIRST, to pay the Company in advance for the Bond(s) applied for herein an initial premium charge of \$_____ based on the Company's rates in force as of the effective date of the Bond(s) and to pay any renewal or additional premiums which are provided for in said rates until the Company shall be discharged and released from all liability and satisfactory written evidence of such discharge is delivered to the Company at its Home Office in _____.

Should the amount of the contract be increased or decreased, premium charges based on this amount will be adjusted at the Company's rates and additional premium charged or refund paid, as the case may be. SECOND, to indemnify the Company against all loss, costs, damages, expenses and attorney's fee whatever, and any and all liability therefor, sustained or incurred by the Company by reason of executing said bond or bonds, or any of them, in making any investigation account thereof, in collecting any premiums due thereon, in prosecuting or defending any action brought in connection therewith, in obtaining a release therefrom, and in enforcing any of the agreements in any of the paragraphs herein contained, or in any wise relating thereto. Payment of any such amounts shall be made to the Company by the undersigned as soon as liability exists is asserted against the Company, whether or not the Company shall have made any payment therefor; THIRD, the Company shall have the right, and is hereby authorized but not required; (a) In the event of any abandonment or forfeiture of the contract guaranteed by said contract bond or of any breach of said contract bond to take possession of the work under said contract, and at the expense of the undersigned to complete or to contract for the completion of, the same, or to consent to the re-letting or completion thereof by the Oblige

in said contract bond: (b) To adjust settle or compromise any claim, demand, suit or judgment upon said bond or bonds, or any of them, unless the undersigned shall request the Company to litigate such claim or demand, or to defend such suit, or to appeal from such judgement, and shall deposit with the company at the time of such request cash or collateral satisfactory to it in kind and amount to be used in paying any judgment or judgments, rendered or that may be rendered with interest cost and attorney's fee (c) To fill up any blanks left herein, and to correct any errors in the description of said bond or bonds, or any of them, or in said premium or premiums, it being hereby agreed that such insertions or corrections, when so made, shall be prima facie correct. FOURTH, that the Company is authorized and empowered without notice to or knowledge of the undersigned, to assent to any changes whosoever in said bond or bonds or any contracts referred to in said bond or bonds and/or in the general conditions, plans and or specifications accompanying said contracts and to assent to or take any assignment or assignments, to execute or consent to the execution of any continuations, extensions or renewals of said bond or bonds and to execute any substitute or substitutes therefor, with the same or different conditions, provisions and obligee and with the same or larger or smaller penalties, it being expressly understood and agreed that the undersigned shall remain bound under the terms of this agreement even though any such assent by the Company does nor might substantially increase the liability of the undersigned and the undersigned agree to waive, and do hereby waive, notice of any breach or breaches of any such bond or bonds, or of any act or default that may give rise to claim hereunder; FIFTH, to assign transfer and set over, and does or do hereby assign transfer and set over to the company as collateral, to secure the obligations herein and any other indebtedness and liabilities of the undersigned to the Company, whether heretofore or hereafter incurred, such assignment to become effective as of the date of said contract bond but only in event of (1) any abandonment, forfeiture or breach of said contract or of any breach of said bond or bonds, or any of them or any other bond or bonds executed or procured by the company on behalf of the undersigned, or (2) of any breach of the agreement is any of the paragraphs herein contained; or (3) of a default in discharging such other indebtedness or liabilities when due; or (4) of any assignment by the undersigned for the benefit of creditor or of the appointment, or of any for application for the appointment of a trustee for the undersigned, where the insolvent or not; or (5) of any proceeding which deprives the undersigned of the use of any of the machinery, equipment plant, tools or material referred to in the following; or (6) of the undersigned's dying, absconding, becoming a fugitive from justice, or being convicted of a felony if the undersigned be an individual; (a) All the right, title and interest of the undersigned in and to all sub-contracts let or be let in connection with said contract and in and to all machinery equipment, plant, tools and material which are now, or may thereafter, be, about or upon the site of said work or elsewhere, for the purpose thereof including as well materials purchased for or chargeable to such contract, which may be in process of construction, or storage elsewhere, or in transportation to said site; (b) All the rights of the undersigned in, and growing in any manner out of, said contract, or any extensions, modifications, changes or alterations thereof, or additions thereto, or in, or growing in any manner out of, said bond or bonds, or any of them (c) All actions, causes of actions, claims and demands whatsoever which the undersigned may have or acquire against any subcontractor, laborer or material man, or any person furnishing or agreeing to furnish or supply labor, material supplies, machinery, tools or other equipment in connection with or on account of said contract; (d) any and all percentages retained on account of said contract, and any and all sums that may be due under said contract at the time of such abandonment, forfeiture or breach, or that thereafter may become due; SIXTH, that liability hereunder shall extend to, and include, the full amount of any and all sums paid by the Company in settlement or compromise of any claims, demands, suits and judgements upon said bond or bonds, or any of them, on good faith, under the belief that it was liable therefore, whether liable or not, as well as of any and all disbursements on account of costs, expenses and attorney's fees, as aforesaid, which may be made under the belief that such were necessary, whether necessary or not; SEVENTH, that in event of payment, settlement or compromise, in good faith, of liability, loss, cost, damages, expenses and attorney's fees claims, demand, suits, and judgements as aforesaid, an itemized statement thereof, sworn to by any officer of the Company, or the voucher or vouchers of other evidence of such payment, settlement or compromise shall be prima facie evidence of the fact and extend of the liability of the undersigned, in any claim or suite hereunder, and in any and all matters arising between the undersigned and the Company; EIGHTH, to waive, and does or do hereby waive, all right to claim any property, including homestead, as exempt from levy, execution, sale or other legal process under the law of any state or states. NINTH, that this obligation shall, in all its terms and agreements, be for the benefit of and protect any person or company joining with the Company in executing said bond or bonds, or any of them, or executing, at the request of the Company, said bond and bonds, or any of them as well as any company or companies assuming reinsurance thereupon; TENTH, the separate suits may be brought hereunder as causes of action accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising; ELEVENTH, that nothing herein contained shall be considered or construed to waive, abridge, or diminish any right or remedy which the Company might have if this instrument were not executed; TWELFTH, that the Company shall have the right to decline to execute said bond or bonds, or any of them, and that if said bond shall be a bid or proposal bond and Company shall execute the same, the Company shall have the right to decline to execute any or all other bonds that may be required in connection with any award that may be made under the proposal for which the bid or proposal bond is given, THIRTEENTH, that this agreement shall be binding upon the undersigned and each of them whether signing as applicant for said bond or bonds or as indemnitor, jointly and severally and upon the respective heirs, executors, administrators, successors and assigns of the undersigned, and shall be liberally construed as against the undersigned. Signed, sealed and dated this _____ day of _____, 19____.

If individual sign here:

Witness

(SEAL)

If Co-Partnership, insert name and all co-partners sign here:

(Name)

(SEAL)

(Name of co-partnership)

Witness

(SEAL)

(individually and as a co-partner)

Witness

(SEAL)

(individually and as a co-partner)

Witness

(SEAL)

(individually and as a co-partner)

If Corporation, imprint corporate seal and sign here:

Corporate Seal

(Name of Corporation)

Attest (Secretary or Assistant Secretary)

By (President or Vice-President)

Additional Indemnity

In consideration of the _____, its successors and assigns executing, or procuring the execution of the bond or bonds herein applied for, we jointly and severally join in the foregoing agreement; and the undersigned, if a corporation, warrants that it is financially interested in the performance of the obligation which said bond on bonds applied for are given to secure, and asserts that it is fully empowered to obligate itself hereby. Signed, sealed and dated this _____ day of _____, 19____.

Witness

Indemnitor (SEAL)

Witness

Indemnitor (SEAL)

Witness

Indemnitor (SEAL)

Must be acknowledged before Notary Public by Indemnitor(s)

State of _____

County of _____ SS: _____

On this _____ day of _____, 19____ before me personally appeared _____

-

to me known to be the person(s) or members(s) of the partnership or officer(s) of the corporation that signed the foregoing

instrument and acknowledged the execution at the same time to me.

_____(SEAL)

Notary Public - My Commission Expires _____

If Indemnitor is a Corporation, a certified copy of resolution of Board Directors Authorizing Officers to execute agreement must accompany this application.

VIII. CONTRACTOR'S PROFILE

Company Name: _____	<input type="checkbox"/> New Account	<input type="checkbox"/> Account Update
Trade Style: _____	Address: _____	
Is this trade style registered? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Phone: _____	_____	

IX. ORGANIZATION

Corporate Officer and/or Shareholders-Partners-Proprietor:

<i>Name & Residence Address</i>	<i>Age</i>	<u>Position</u>		<i>% Owned</i>	<u>Keyman Life Insurance</u>	
		<i>Title</i>	<i>Years</i>		<i>Amount</i>	<i>Beneficiary</i>
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

Have there been changes in the control or management of the company during the last 5 years? If Yes, please explain fully in additional information section. ☐ Yes ☐ No

Has your company, or any of its principals or their spouses, or a company with which they were associated ever failed in business, petitioned for bankruptcy, compromised with creditors, defaulted on a contract or caused a loss to a surety? If Yes, please explain fully in additional information section. ☐ Yes ☐ No

Key Personnel:

<i>Name</i>	<i>Age</i>	<u>Position</u>		<i>Duties</i>	<u>Previous Employer</u>	
		<i>Title</i>	<i>Years</i>		<i>Company</i>	<i>Position</i>

Continuity/Completion of Work:

Is there a buy-sell agreement in effect? If Yes, attach a copy. ☐ Yes ☐ No

Who are the parties to the buy-sell agreement?
(Give details if copy not provided to surety.)

Is the agreement funded by life insurance? ☐ Yes ☐ No If Yes: Amount of insurance: \$

What arrangements have been made to assure contracts are completed if the owners are not available?

Parent, Affiliate and/or Subsidiary companies:

<i>Full Legal Name</i>	<i>Location</i>	<i>Ownership</i>	<i>Operations</i>	<i>Indemnity Available</i>	<i>Has endorsed for obligations of:</i>

X. BACKGROUND AND HISTORY

Date Business Established:

Date Business Incorporated:

Name of Predecessor:

Date present Management assumed control:

What happened to the Predecessor?

Is this company, owners or officer of company, or related companies presently engaged in any litigation? ☐ Yes ☐ No
If Yes, please explain in additional information section.

Largest fixed price contracts completed under present management:

Contract:					
Type of Work:					
Location:					
Owner:					
Architect/ Engineer Tel:					

Start Date:	_____	_____	_____	_____	_____
Completion Date:	_____	_____	_____	_____	_____
Amount of Profit/Loss:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Project Manager:	_____	_____	_____	_____	_____
Surety:	_____	_____	_____	_____	_____
For use by Surety verified:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Largest program assumed:	\$ _____	Largest project bid:	\$ _____
	Year: _____		Year: _____
	_____	Largest project bid description:	_____
Largest program under bid:	\$ _____		_____
	Year: _____		_____

XI. OPERATION

Form of Business: ☐ Corporation ☐ Partnership

☐ Sub "S" Corporation ☐ Proprietorship

Type of work normally undertaken by the company:

<i>Type</i>	<i>% of Annual Sales</i>
_____	_____
_____	_____
_____	_____
_____	_____
total: 100%	

Geographical area where work is normally performed:

Is work performed outside this geographical area: ☐ Yes ☐ No

If Yes,

Where: _____ When: _____

States licensed:

Percentage of work sublet to others:

Percentage of work usually sublet:

Percentage of public work:

Percentage of private work:

How is financing confirmed on private work?:

Type of work usually done by your own forces:

Do you obtain bonds from your subcontractors?

- ☐ Always
☐ Sometimes
☐ Seldom

If sometimes or seldom, what guidelines are used to determine when sub-bonds are required?

(such as size, experience and reputation)

Number of crews:

Company operation is:

- ☐ Union
☐ Non-union

Management controls and supervises individual jobs:

- | | | |
|-------------------------------------|--|----------------------------------|
| <input type="checkbox"/> Daily | <input type="checkbox"/> Weekly | <input type="checkbox"/> Monthly |
| <input type="checkbox"/> Personally | <input type="checkbox"/> Through Reports | <input type="checkbox"/> Other, |
-

Does this company or related company or any of the persons named herein engage in any of the following:

- | | |
|---------------------------------------|--|
| Real Estate Investment or Development | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Building for their own account | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Design/Building Projects | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Turn key projects | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Foreign Work | <input type="checkbox"/> Yes <input type="checkbox"/> No |

If Yes to any of the above, provide detail in Additional Information section.

Have you or any related company purchased any equipment or other assets of any kind since your last fiscal year end? If yes, provide details in Additional Information section.

☐ Yes ☐ No

Do you currently have adequate plant and equipment to support your anticipated volume? If no, give detailed explanation of additional equipment needed and how you will finance it's acquisition in the Additional Information section.

☐ Yes ☐ No

Are any major equipment items leased? If yes, please provide schedule, equipment, lessor, and terms - including options to purchases in Additional Information section.

☐ Yes ☐ No

XII. ACCOUNTING

Name of your Accounting Firm:

Address:

Tel:

Type of Firm:

☐ CPA

Years this firm has prepared your returns:

☐ PA

Fiscal Year End: _____

☐ Other: _____

Accounting Basis:	Percent Completion	<input type="checkbox"/> For Financial Report	<input type="checkbox"/> For Tax Purposes
	Completed Contract	<input type="checkbox"/> For Financial Report	<input type="checkbox"/> For Tax Purposes
	Accrual	<input type="checkbox"/> For Financial Report	<input type="checkbox"/> For Tax Purposes
	Cash	<input type="checkbox"/> For Financial Report	<input type="checkbox"/> For Tax Purposes

Financial Statements:	Audit	<input type="checkbox"/> Fiscal	<input type="checkbox"/> Interim
	Review	<input type="checkbox"/> Fiscal	<input type="checkbox"/> Interim
	Compilation	<input type="checkbox"/> Fiscal	<input type="checkbox"/> Interim
	In-House	<input type="checkbox"/> Fiscal	<input type="checkbox"/> Interim

Frequency of Preparation:	Semi-Annually	<input type="checkbox"/> Interim Statement	<input type="checkbox"/> Spread Sheet (Job Prom)
	Quarterly	<input type="checkbox"/> Interim Statement	<input type="checkbox"/> Spread Sheet (Job Prom)
	Monthly	<input type="checkbox"/> Interim Statement	<input type="checkbox"/> Spread Sheet (Job Prom)

Frequency of Preparation:	Internal Cost Accounting (to provide job status reports)	<input type="checkbox"/> Weekly	<input type="checkbox"/> Monthly	<input type="checkbox"/> Other: _____
	Costs to complete labor	<input type="checkbox"/> Weekly	<input type="checkbox"/> Monthly	<input type="checkbox"/> Other: _____
	Costs to complete material	<input type="checkbox"/> Weekly	<input type="checkbox"/> Monthly	<input type="checkbox"/> Other: _____
	Costs to complete equipment	<input type="checkbox"/> Weekly	<input type="checkbox"/> Monthly	<input type="checkbox"/> Other: _____

Does your office staff include a full time accountant/bookkeeper? ☐ Yes ☐ No

If Yes,

Qualifications: _____

Experience: _____

XIII. REFERENCES

Banking Relations:

<i>Name, Address, Tel. of Facility</i>	<i>Line of Credit</i>	<i>Exp. Date</i>	<i>Nature of Security</i>	<i>Personal Endorsement by</i>
a. _____	<input type="checkbox"/> Open	_____	_____	_____
_____	<input type="checkbox"/> Secured	_____	_____	_____
b. _____	<input type="checkbox"/> Open	_____	_____	_____
_____	<input type="checkbox"/> Secured	_____	_____	_____

Surety Relations:

Name of present surety: _____

Conditions imposed and/or restrictions: _____

Telephone: _____

Years with present surety: _____

Reason for changing surety: _____

Have you ever had a bond request denied, granted with conditions you considered unacceptable, or had your bond credit terminated?

If Yes, please explain in additional information section.

☐ Yes ☐ No

List names of other sureties with whom you have dealt during the past 5 years and the reasons for change:

<i>Name</i>	<i>Reason for Change</i>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

List 5 major suppliers:

<i>Name</i>	<i>Address</i>	<i>Telephone</i>
1. <hr/>	<hr/>	<hr/>
2. <hr/>	<hr/>	<hr/>
3. <hr/>	<hr/>	<hr/>
4. <hr/>	<hr/>	<hr/>
5. <hr/>	<hr/>	<hr/>

List 5 subcontractors (Contractors, if a subcontractor) you have worked for in the last 3 years:

<i>Name</i>	<i>Address</i>	<i>Telephone</i>
1. <hr/>	<hr/>	<hr/>
2. <hr/>	<hr/>	<hr/>
3. <hr/>	<hr/>	<hr/>
4. <hr/>	<hr/>	<hr/>
5. <hr/>	<hr/>	<hr/>

List 3 architects or engineers who have supervised you during the last 3 years:

<i>Name</i>	<i>Address</i>	<i>Telephone</i>
1. <hr/>	<hr/>	<hr/>
2. <hr/>	<hr/>	<hr/>
3. <hr/>	<hr/>	<hr/>

XIV. INSURANCE

<i>Coverage</i>	<i>Yes/No</i>	<i>Limits/Exp. Date</i>	<i>Insurance Company</i>
Property	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____
Equipment	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____
Builder's Risk	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____
Completed Operations	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____
Liability	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____
Umbrella	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____
Fidelity	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____

XV. MISCELLANEOUS

Do you have any accounts receivable or retainage which are over due or doubtful? ☐ Yes ☐ No

Do you have any claims or change orders outstanding which have not been approved? ☐ Yes ☐ No

Is your company or its principals acting as Guarantor, Indemnitor or Surety for others or as endorser or their notes or accounts? ☐ Yes ☐ No

Are there any liens for labor or materials filed against your Company, its officers or any company associated with them? ☐ Yes ☐ No

Are there any judgments, suits or claims outstanding against your company, its officers or any company associated with them? ☐ Yes ☐ No

Have you ever received assistance on bonds from the SBA Surety Bond Guarantee Program? ☐ Yes ☐ No

Do you have current Small Business Administration Loan? If yes, with what bank and how is it secured? ☐ Yes ☐ No

If you have answered Yes to any of the above questions, please explain in the Additional Information section.

XVI. CAPACITY

What size and type project do you feel are best qualified to handle?

Type:	Type:	Type:	Type:
Amount:	Amount:	Amount:	Amount:
What total program do you feel your current organization is qualified to undertake?			
Dollar Amount:	Number of Projects:		
Anticipated annual volume:			
Current Year:	3 Years from now:		

XVII. ATTACHMENTS

Attached to this form should be:

- A. Last three fiscal year end statements and any recent interim statements of applicant and all related companies whether active or not.
- B. Personal financial statements of all shareholders, partners or proprietors and their other companies whether active or not.
- C. Current uncompleted and completed work scheduled and uncompleted or completed work schedule as of latest year end if these scheduled are not included with above statements.
- D. DBE Certification
- E. Written reference from Suppliers, Contractors, and Banks.

XVIII. ADDITIONAL INFORMATION

We want to be in the position to give you the best possible service and therefore would appreciate any additional information which will assist us in gaining a complete understanding of your company:

SCHEDULE OF ALL UNCOMPLETED AND COMPLETED WORK

Name of Contractor: _____ As of: / /

Contractor's ID: _____

Job #	Description	Contract Type	Owner	Contract Price (include approved change order)	Contractor's Estimated Cost When Bid (include cost of approved change orders)	Total Billed To Date Including Retainage (explain any disputed items)	Total Cost To Date	Revised Estimated Costs to Complete	Estimated Completion Date
Totals:				\$	\$	\$	\$	\$	\$

CONTRACTS COMPLETED SINCE LAST FISCAL CLOSING STATEMENT

Job #	Job Description	Contract Type	Owner	Final Contract Price	Total Cost	Gross Profit (Loss)/Gross Profit %
Totals:				\$	\$	\$

Total Uncompleted Work: \$ _____

Bonded Subs: \$ _____

Unbonded Subs: \$ _____

Total Subs: \$ _____

Total Uncompleted Work to be Done by: _____

Signed: _____

Title: _____

Scheduled of All Uncompleted Work (Continued)

To assist us in giving you the best possible service, we would appreciate your providing us with updated information on all projects currently underway. When completing the schedule on the reverse side, please include any project you have been awarded but on which you may not have started work, as well as projects completed since your last fiscal statement.

In completing this schedule, please keep the following suggestions in mind.

- List all contracts including public and private, whether bonded or unbonded.
- Under type of contract, please identify the following: fixed price or lump sum-"FP", cost plus with no upset price- "CP", cost plus with a guarantee maximum price-"CPM", or time and material-"T&M".
- On cost plus contracts with no upset price or time and material contracts also show the fee (% or \$) under the Contract Price.
- If any billings or cost include unapproved change orders, claims or disputed items, please asterisk (*) the item and give the amount and an explanation at the bottom of the page or if more convenient on a separate page.
- Cost columns should include all direct project cost but should not include any cost which are allocated on the profit and loss schedule as a part of general and administrative expenses.
- The "Revised Estimated Cost to Complete" column should be based on a current revised estimate of all direct costs you anticipate will be incurred to complete the project. Please indicate below when and how often cost projections are reviewed as projects progress:
 - Labor cost
 - Material cost
 - Subcontracts

Personal Financial Statement

IMPORTANT: Read these directions before completing this Statement

- If you are applying for individual credit in your own name and are relying on your own income or assets and not the income or assets of another person as the basis for repayment of the credit requested, complete only sections 1 & 3.
- If you are applying for joint credit with another person, complete all sections providing information in Section 2 about joint applicant.
- If you are applying for individual credit but are relying on income from alimony, child support, or separate maintenance or on the income or assets of another person as a basis for repayment of the credit requested, completed all sections, providing information in Section 2 about the person whose alimony, support or maintenance payments or income or assets you are relying.
- If this statement relates to your guaranty of the indebtedness of the person(s), firm(s) or corporation(s), complete Section 1 & 3.

SECTION 1 - INDIVIDUAL INFORMATION

Name:	Resident Address:
Position or Occupation:	City, State, Zip:
Phone:	
Business Name:	Business Address:
Bus. Phone:	City, State, Zip:

SECTION 2 - OTHER PARTY INFORMATION

Name:	Resident Address:
Position or Occupation:	City, State, Zip:
Phone:	
Business Name:	Business Address:
Bus. Phone:	City, State, Zip:

SECTION 3 - STATEMENT OF FINANCIAL CONDITION AS OF: _____ (DATE)

Assets (do not include Assets of doubtful value)	In Dollars (omit cents)	Liabilities	In Dollars (omit cents)
Cash on hand & in banks	\$	Notes payable to banks secured	\$
US Govt & Marketable Securities see Schedule A	\$	Notes payable to banks unsecured	\$
Non-Marketing Securities see schedule B	\$	Due to brokers	\$
Securities held by broker in margin accounts	\$	Amounts payable to others secured	\$
Restricted or control stocks	\$	Amounts payable to others unsecured	\$
Partial interest in Real Estate Equities see Schedule C	\$	Accounts & bills due	\$

Real Estate Owned see Schedule D	\$	Unpaid income tax	\$
Loans Receivable	\$	Other unpaid taxes & interest	\$
Automobiles & other personal property	\$	Real estate mortgages payable see Schedule D	\$
Cash value-life insurance see Schedule E	\$	Other debts Itemize	\$
Other assets itemize	\$		\$
	\$	Total Liabilities	\$
	\$	Net Worth	\$
Total Assets	\$	Total Liabilities & Net Worth	\$

XIX. INCOME SOURCES FOR YEAR ENDED: _____ (DATE)

Salary, bonuses & commissions: \$

Other income: \$

Dividends: \$

(alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation)

Real estate income: \$

Total: \$

XX. CONTINGENT LIABILITIES

Do you have any contingent liabilities? ☐ Yes ☐ No If yes, describe:

As endorser, co-maker or guarantor: \$

On leases or contracts: \$

Legal claims: \$

Other special debt: \$

Amount of contested income tax liens: \$

Other: \$

XXI. PERSONAL INFORMATION

Do you have a will? ☐ Yes ☐ No

If yes, name of executor:

Are you or your partner/officer in any other venture?

☐ Yes ☐ No If yes, describe:

Are you obligated to pay alimony, child support or separate maintenance payments? ☐ Yes ☐ No

If yes, describe:

Are any assets pledged other than described on schedules? ☐ Yes ☐ No

If yes, describe:

Income tax settled through _____ (date): \$ _____

Are you a defendant in any suits/legal actions?

☐ Yes ☐ No

Personal bank accounts carried at:

Have you ever been declared bankrupt? ☐ Yes ☐ No

If yes, describe:

XXII. COMPLETE SCHEDULES AND SIGN

Schedule A - U.S. Government & Marketable Securities

# of Shares of Face Value (Bonds)	Description	In Name of	Are These Pledged?	Market Value
			<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
			<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
			<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
			<input type="checkbox"/> Yes <input type="checkbox"/> No	\$

Schedule B - Non-Marketable Securities

# of Shares	Description	In Name of	Are These Pledged?	Source of Value	Value
			<input type="checkbox"/> Yes <input type="checkbox"/> No		\$
			<input type="checkbox"/> Yes <input type="checkbox"/> No		\$
			<input type="checkbox"/> Yes <input type="checkbox"/> No		\$
			<input type="checkbox"/> Yes <input type="checkbox"/> No		\$

Schedule C - Partial Interests in Real Estate Equities

Address & Type of Property	Title in Name of	% Owner-ship	Date Acquired	Cost	Market Value	Mortgage Maturity	Mortgage Amount
				\$	\$	\$	\$

				\$	\$	\$	\$
				\$	\$	\$	\$
				\$	\$	\$	\$

Schedule D - Real Estate Owned

Address & Type of Property	Title in Name of	Date Acquired	Cost	Market Value	Mortgage Maturity	Mortgage Amount
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$

Schedule E - Life Insurance Carried, Including N.S.L.I. & Group Insurance

Name of Insurance Company	Policy Owner	Beneficiary	Face Amount	Policy Loans	Cash Surrender Value
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$

Schedule F - Banks of Finance Companies Where Credit Has Been Obtained

Name & Address of Lender	Credit in the Name of	Secured or Unsecured?	Original Date	High Credit	Current Balance
					\$
					\$
					\$
					\$

The information contained in this statement is provided for the purpose of obtaining, or maintain credit with you on behalf of the undersigned, or persons, firms or corporations in whose behalf the undersigned may either, severally or jointly with others execute a guaranty in your favor. Each undersigned understands that you are relying on the information provided herein (including the designation made as to ownership of property) in deciding to grant or continue credit. Each undersigned represents and warrants that the information provided is true and complete and that you may consider this statement as continuing to be true and correct until a written notice of a change is given to you by the undersigned. You are authorized to make all inquiries you deem necessary to verify the accuracy of the statements made herein, and to determine my/our credit worthiness. You are authorized to answer

questions about your credit experience with me/us.

Signature (individual)

SS No.

Date Of Birth

Signature (Other Party)

SS No.

Date Of Birth

Date Signed

STATEMENT OF PERSONAL HISTORY

Firm Name:

Firm Address:

Amount Applied for: \$

List current and all former Names used:

last

middle (if no middle name: NMN)

first

dates used

last

middle (if no middle name: NMN)

first

dates used

last

middle (if no middle name: NMN)

first

dates used

Date of Birth:

Place of Birth:

US Citizen ☐ Yes ☐ No

Social Security #:

If No, Alien registration #:

Percentage of Ownership ☐ or stock owned ☐ or to be owned ☐ in the small business concerned or the Development Co.:

Residence Address:

Previous Address:

From:

To:

From:

To:

Home Phone:

Bus. Phone:

Be sure to answer the next 3 questions correctly because they are important. The fact that you have an arrest or conviction record will not necessarily disqualify you, but an incorrect answer will probably cause your application to be turned down.

Are you presently under indictment, on parole or probation? If Yes, furnish details in a separate exhibit. Charged under name (if applicable):

☐ Yes ☐ No

Have you ever been charged with or arrested for any criminal offense other than a minor motor vehicle violation? If Yes, furnish details in a separate exhibit. Charged under name (if applicable):

☐ Yes ☐ No

Have you ever been convicted of any criminal offense other than a minor motor vehicle violation? If Yes, furnish details in a separate exhibit. Charged under name (if applicable):

☐ Yes ☐ No

Name and address of participating bank:

The information on this form will be used in connection with an investigation of your character. Any information you wish to submit, that you feel will expedite this investigation should be set forth.

signature

title

date

RESUME

Home Address:

Telephone:

PERSONAL DATA

Date of Birth:

Marital Status:

Driver's License #:

Spouse's Name:

Social Security #:

Spouse's Employer: (name, address, position and length of employment)

EDUCATION

Did you graduate High School? ☐ Yes ☐ No College: 19____ to 19____
Special education relating to construction and/or to your type of profession:

BUSINESS & PROFESSIONAL EXPERIENCE

Business and professional experience relating to construction and/or your type of profession:

<i>Firm Name</i>	<i>Length of Employment</i>	<i>Occupation</i>	<i>Largest Project involved in</i>	<i>Reason for leaving</i>

PERSONAL REFERENCES

<i>Name</i>	<i>Address</i>	<i>Phone Number</i>	<i>Length of time acquainted</i>